

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MERCIS, B.V.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON
SCHEDULE A HERETO, et al.,

Defendants.

Case No. 24-cv-5853

Judge Sara L. Ellis

Magistrate Judge Young B. Kim

PRELIMINARY INJUNCTION ORDER

Plaintiff MERCIS, B.V. (“Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Plaintiff’s Motion in part as follows.

This Court finds Plaintiff has provided notice to Defendants in accordance with the Temporary Restraining Order entered July 18, 2024, [Dkt. Nos. 35, 36] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered trademarks and copyrights (the "MIFFY Trademarks and Copyrights") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the MIFFY Trademarks and Copyrights. *See* Docket Nos.[13-32], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the MIFFY Trademarks and Copyrights.

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff's previously granted Motion for Entry of a TRO establishes that Plaintiff has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted.

Specifically, Plaintiff has proved a *prima facie* case of trademark infringement because (1) the MIFFY Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to

use any of the MIFFY Trademarks, and (3) Defendants' use of the MIFFY Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff. Furthermore, Defendants' continued and unauthorized use of the MIFFY Trademarks and Copyrights irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the MIFFY Trademarks and Copyrights or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine MIFFY product or not authorized by Plaintiff to be sold in connection with the MIFFY Trademarks and Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MIFFY product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the MIFFY Trademarks and Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and

- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the MIFFY Trademarks and Copyrights, or any reproductions, counterfeit copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.
4. Upon Plaintiff's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Alipay, Shopify, and PayPal, Inc. ("PayPal") (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide

to Plaintiff expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:

- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Shopify, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the MIFFY Trademarks and Copyrights.

6. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, , andShopify, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit [3] to the Declaration of Frank Padberg, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.
7. Plaintiff may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit [3] to the Declaration of Frank Padberg and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "Bei Lu Bathroom Store and all other Defendants identified in the Operative Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
8. Plaintiff's Schedule A to the Pleading(s) [Dkt. No. 8], Exhibit [X] to the Declaration of Frank Padberg [Dkt. Nos. 13-32], and the TRO [Dkt. No. 36] are unsealed.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
10. The \$10,000 (ten thousand dollar) bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

A handwritten signature in black ink, appearing to read 'S. L. Ellis', written over a horizontal line.

Sara L. Ellis
United States District Judge

Dated: August 14, 2024

Schedule A

No.	Defendant Name / Alias
1	Bei Lu Bathroom Store
2	Fools Fortune Store
3	LvB Dolls Store
4	PurpleCLH666 Store
5	Shop4663082 Store
6	Xi Mei Commerce Store
7	Yby Manufacturer Dolls Store
8	YZT Global Store Store
9	Anhui Kemo Home Furnishings Co., Ltd.
10	Anhui Magic Industry Co., Ltd.
11	Baoding Treasure Beauty Trading Co., Ltd.
12	Gansu Ximenger Trading Co., Ltd.
13	Guangzhou Binze Leather Products Co., Ltd.
14	Hangzhou Initi Imp&exp Co., Ltd.
15	Hefei Luyisheng Box and Bag Co., Ltd
16	Sanming Ninghua Shenghong Trading Firm
17	Shangmeng (Guangzhou) E-Commerce Co., Ltd.
18	Shenzhen Dayu Clothing Co., Ltd.
19	Shenzhen Huachuang Zhilian Technology Co., Ltd.
20	Shenzhen Jinxiu Anxuan Technology Co., Ltd.
21	Wenzhou Xuanang Bag Co., Ltd.
22	Xiamen Zongshuo E-Commerce Co., Ltd.
23	Yiwu Jiushu Luggage Co., Ltd.
24	Yiwu Panneng E-Commerce Firm
25	Yiwu Peihong Luggage Co., Ltd.
26	Yiwu Shunyu E-Commerce Co., Ltd.
27	Yiwu Spring-Bag Co., Ltd.
28	Yiwu Xtry Commodity Factory
29	Yiwu Xunyi E-Commerce Co., Ltd.
30	868 baby Store
31	B-baby Store
32	Baby Handmade DIY Accessories Store
33	Baby Mummy Go Store
34	Baby ToySuppliers Store
35	Baby-Toy World Store
36	BADIMAN Women Bags Store
37	Bagggg Store
38	Bajoy Store
39	Belle Daily Baby Store
40	BKy Dolls Store
41	Campure 2882 Store Store
42	CarToy Store

43	Children Anime Peripherals Store
44	Children's interesting world Store
45	Daily Homewear Store
46	Dubeyi boutique Store
47	EMPMOKEY NO-1 Store
48	Fascinating Baby Store
49	Fealty Soul Store
50	GatoVerdePets Store
51	Go Go Baby Store
52	Good can dropshipping Store
53	GRHO DIY Accessories Store
54	GRHO Newlife0214 Store
55	GSG Life Store
56	Ha-Ha Kids Store Store
57	Happy Baby Boutique Store
58	HAYANA KIDS Store
59	Home of Pet Accessories Store
60	HOME Store
61	Home Tool LY Store
62	IdealHomefurnishings Store
63	Jiajing Jewelry Store
64	Jinx Outlet Store
65	JULY BAG Store
66	JX985 Store
67	laowu's toy Store
68	Lastcat Store
69	LINSHURU Store
70	Lolit Accessories Store
71	Macwave Stylish Store
72	Make Fan co.,Ltd Store
73	Mechanical toy store Store
74	Moegirl Maternity Baby Store
75	Momlover Official Store
76	MyLittle Store
77	NIDHOGG Store
78	PAIDITU Children Store
79	pb Peggybuy Store
80	Pi-kachu Anime Figure Store
81	Pistachio baby Store
82	Pure Soul Store
83	Sanrio Pokémon Anime Stickers Store
84	Senxiu Creative Store
85	Shop1102754014 Store
86	Shop1102907711 Store

87	Shop1102925714 Store
88	Shop1102935111 Store
89	Shop1103276636 Store
90	Shop1103430311 Store
91	Shop1103434244 Store
92	Shop1103457059 Store
93	Shop1103457127 Store
94	Shop1103460127 Store
95	Shop1103507307 Store
96	Shop1103604993 Store
97	Shop5005503 Store
98	Shop910744158 Store
99	Song of Silk Official Store
100	Sooooon Store
101	star moon Store
102	Su Man Store
103	SUPEHOMES HOME Store
104	Supower New Star Daily Products Shop Store
105	Syy668 Dolls Store
106	The Darling Of Heaven Store
107	Three Little Pigs Anime Peripheral Store
108	Umikk Official Store
109	Warm Kitty Baby Store
110	Wonderful Bag Store
111	XSLING Bag Store
112	YEETEM Store
113	ZHENSHU FASHION SAN Store
114	Zhenyi Six Store
115	Zhenyi Three Store
116	ZILING Store
117	Anhui Twinkle Tourist Articles Co., Ltd.
118	Anhui Yunzuo Technology Co., Ltd.
119	Baoding Boka trading Co., LTD
120	Baoding Mianhuatang Gauze Manufacturing Co., Ltd.
121	Changshu Qunying Import And Export Trade Development Co., Ltd.
122	Dongguan Topgood Handbag Leather Co., Ltd.
123	Dongguan Yucai Apparel Co., Ltd.
124	Foshan Nanhai District Yipohong Trading Firm (individual Business)
125	Foshan Taofengyuan Technology Ltd.
126	Fu'an Mingzheng Industry And Trade Co., Ltd.
127	Fuzhou Liangmei Import And Export Co., Ltd.
128	Guangzhou Chuangyimei Industry And Trade Co., Ltd.
129	Guangzhou Jixian Trading Co., Ltd.
130	Guangzhou Xiangjie Luggage Products Co., Ltd.

131	Guangzhou Yangxi Technology Co., Ltd.
132	Hangzhou Hellomoon Trading Co., Ltd.
133	Hangzhou Xinyiyong Trade Co.,Ltd
134	Hebei Juanzhi New Material Technology Co., Ltd.
135	Hefei Ming'en Trading Co., Ltd.
136	Henan Beizhi'ai Clothing Co., Ltd.
137	Henan Realme Industry Co., Ltd.
138	Henan Shengbei Industrial Co., Ltd.
139	Jiangxi Qianhe Maternal And Child Products Co., Ltd.
140	Kunshan Zhongru Pet Products Co.,Ltd
141	Lanxi J-Lin Clothing Textile Co., Ltd.
142	Linhai Newlanston Arts And Crafts Co., Ltd.
143	Lixian Weehao Towel Factory
144	Longgang Xiangfu Arts And Crafts Co., Ltd.
145	Nanning Gouster Trading Co., Ltd.
146	Nantong Junxiu Textile Co., Ltd.
147	Ningbo Bisenly International Trade Co., Ltd.
148	Ningbo Zhichen Trading Co., Ltd.
149	Qingdao Claw Printing And Partner International Trade Co., Ltd.
150	Quanzhou Bolisi Trading Co., Ltd.
151	Quzhou Yongpan Trade Co., Ltd.
152	Shandong Sky Imp& Exp Co., Ltd.
153	Shanghai Chenming Network Technology Co., Ltd.
154	Shanghai Transcolor Co., Ltd.
155	Shantou Longhu Tianmili Wool Weaving Factory
156	Shantou Nanshen Crafts Industry Co., Ltd.
157	Shaoxing Disen Textile Co.,ltd
158	Shaoxing Edi Textile Co., Ltd.
159	Shaoxing Fonjon Textile Co., Ltd.
160	Shaoxing Jeerayfun Textile Co., Ltd.
161	Shaoxing Suerte Textile Co., Ltd.
162	Shenzhen D-Jeesian Bags Co., Ltd.
163	Shenzhen Haoyue Industry Co., Ltd.
164	Shenzhen Qiancheng E-Commerce Co., Ltd.
165	Shenzhen Xuancai Mofang Technology Co., Ltd.
166	Sichuan Lilalila Luggage Co., Ltd.
167	Suzhou Jueying Textile Co., Ltd.
168	Wenzhou Hengji Packing Co., Ltd.
169	Wenzhou Zhonggao Crafts & Gifts Co., Ltd.
170	Wuhan Bossxiao Packaging Co.,Ltd
171	Wuxi Lantian Textiles Co., Ltd.
172	Xiamen Packrich Imp. And Exp. Co., Ltd.
173	Yiwu Ali Toy Co., Ltd.
174	Yiwu Baili Import & Export Co., Ltd.

175	Yiwu Boge Luggage&Bag Co., Ltd.
176	Yiwu Dizhifei Trading Co., Ltd.
177	Yiwu Geofair Import & Export Co., Ltd.
178	Yiwu Huanwu Home Furnishings Co., Ltd.
179	Yiwu Jiandie Trading Co., Ltd.
180	Yiwu Jiaze Luggage Co., Ltd.
181	Yiwu Kawayi Clothing Co., LTD
182	Yiwu Mistyler Garment Co., Ltd.
183	Yiwu Speedbag Co., Ltd.
184	Yiwu Xingtu Luggage Co., Ltd.
185	Yiwu Xinming Trading Co., LTD
186	Yiwu Yadolce Garment Co., Ltd.
187	Yiyang Beishufu Trading Co., Ltd.
188	Zhengzhou Kaizerui New Material Co., Ltd.
189	durunaru
190	loveczerynne
191	maximaison
192	Momo Bunni
193	NOVUDORM
194	bluecoconut
195	BUNNYGO
196	FANCCY
197	Getaholic
198	HISWAN
199	PAW-EVER
200	petit-bazaar
201	swagshirts99
202	WERONE